

Filed for Record at Request of: City of Bremerton



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11/02/1998 12:02P
Kitsap Co, WA

When Recorded Return to:

Name: City Clerk
Address: 239 Fourth Street
Bremerton, WA 98337

Document Title: Storm Sewer Easement
Project Name: 18-inch storm sewer : Thompson Drive to Pennsylvania Avenue via Marguerite Avenue Extension
Developer Name: City of Bremerton
Location: Penn Plaza Industrial Park, between Thompson Drive and Pennsylvania Avenue, along extension of Marguerite Ave.
Tax Parcel #: 3711-000-001-0607
Abbreviated Legal Description: A portion of the Bay View Garden Tracts Supplement Easement for storm sewer (18-inch diameter) from Thompson Drive to Pennsylvania Avenue within extension of Marguerite Avenue, through Penn Plaza Industrial Park.

STORM SEWER EASEMENT

THIS AGREEMENT, made and entered into this 1 day of Oct, 1998, by and between the City of Bremerton, a first class municipal corporation (hereinafter referred to as "City"); and F. Paul McConkey and Margaret M. McConkey (hereinafter referred to as "Grantor").

FOR AND IN CONSIDERATION of the mutual promises and benefits contained herein and for other valuable consideration, the receipt of which is hereby acknowledged, the City, Grantor and Grantee hereby agree and covenant as follows:

1. GRANT OF EASEMENT:

Grantor does hereby convey to the City a 15 foot easement for the purpose of constructing, operating, maintaining, and repairing a stormwater line across the property described as follows:

SEE ATTACHED EXHIBIT "A" FOR EASEMENT DESCRIPTION

EASEMENT -1-

2. HOLD HARMLESS:

Grantor hereby agrees to hold harmless and defend the City from all claims and liability due to the negligent acts, errors or omissions of Grantor, his agents and/or employees. The City shall not be liable to Grantor, or any other party for any claim whatsoever arising in connection with this Agreement, except for negligence solely and entirely the fault of the City.

3. EASEMENT TO RUN WITH THE LAND:

The Grantor and City intend that this Agreement shall be a covenant running with the land described above and shall be binding upon Grantor's and City's successors in interest.

4. GOVERNING LAW:

The place of making this Agreement shall be deemed to be the State of Washington, and the legal rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Washington.

5. JURISDICTION AND VENUE:

In the event that any suit or action shall be brought in connection with any of the terms and conditions of this Agreement, the parties hereto hereby agree that jurisdiction and venue of any such suit or action shall properly lie in Kitsap County, State of Washington.

6. SEVERABILITY:

In the event that any section, or any part of any section, or this Agreement shall be declared invalid by a court of competent jurisdiction, said holding shall have no effect upon the remaining sections of this Agreement, which shall remain in full force and effect.

EASEMENT -2-



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7. ENTIRETY:

This Agreement constitutes the entire agreement and understanding between the parties hereto.

There are no other agreements or understandings, either written or oral, which modify or have any effect upon this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto, to be effective on the day and year written above.

Grantor,

Margaret M. Conkey
J. Paul M. Conkey

Grantee,

W. Eugene Sampley, Director of Public Works and Utilities

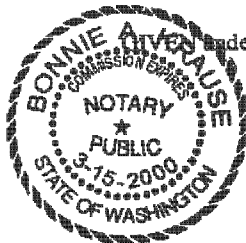
STATE OF WASHINGTON)

: ss.

COUNTY OF KITSAP)

Lynn S. Horton
Lynn S. Horton, Mayor

On this day personally appeared before me J. Paul M. Conkey, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same said instrument as a free and voluntary act and deed, for the uses and purposes therein mentioned.



Under my hand and official seal this 14 day of October, 19 98.

Bonnie Krause
Notary Public in and for the State of Washington
Residing at Rt. 1
Appointment expires: 3-15-2000

APPROVED AS TO FORM:

Glenna Malanca
Glenna Malanca, City Attorney

RECEIVED FOR FILING:

Kathleen L. McCluskey
Kathleen L. McCluskey, City Clerk

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EXHIBIT "A"

A PORTION OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 1 EAST,; W.M.

TAX ASSESSOR'S NUMBER: 3711-000-001-0607:

OWNER: F. PAUL AND MARGARET M. MCCONKEY

STORM SEWER EASEMENT

EXCISE TAX EXEMPT NOV 2 1998

BAY VIEW GARDEN TRACTS SUPPLEMENT:

PARCEL I: THAT PORTION OF LOT 23, JOSEPH DALY GARDEN TRACTS, VOLUME 4 OF PLATS, PAGE 11, RECORDS OF KITSAP COUNTY, WASHINGTON, AND LOTS 1 AND 2, SUPPLEMENT PLAT OF BAYVIEW GARDEN TRACTS, VOLUME 5 OF PLATS, PAGE 19, RECORDS OF KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS BEGINNING AT THE SOUTHEAST CORNER OF LOT 23, JOSEPH DALY GARDEN TRACTS; THENCE NORTH 89°43'45" WEST 115.08 FEET LONG THE SOUTH LINE OF SAID LOT 23 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 76.01 FEET; THENCE NORTH 89°43'45" WEST 161.64 FEET, MORE OR LESS, TO THE EAST MARGIN OF THOMPSON DRIVE; THENCE SOUTH ALONG SAID EAST MARGIN 126.24 FEET; THENCE SOUTH 89°43'43" EAST 144.86 FEET; THENCE NORTH 53.47 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL II: TRACTS 3, 4 AND 5, SUPPLEMENT PLAT OF BAYVIEW GARDEN TRACTS, RECORDED IN VOLUME 5 OF PLATS, PAGE 19, RECORDS OF KITSAP COUNTY, WASHINGTON; TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL: THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY: COMMENCING AT A POINT 430 FEET WEST AND 772.96 FEET NORTH OF THE SOUTHEAST CORNER OF GOVERNMENT LOT 1, SECTION 14, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON; THENCE NORTH 66 FEET; THENCE WEST 330 FEET; THENCE SOUTH 66 FEET; THENCE EAST 330 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PORTION WITHIN THOMPSON DR.

PARCEL III: THE NORTH 8 FEET OF LOT 19 AND ALL OF LOTS 20 AND 21 OF JOSEPH DALY'S GARDEN TRACTS ACCORDING TO PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 11, RECORDS OF KITSAP COUNTY, WASHINGTON.

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PARCEL IV: LOT 22, JOSEPH DALY'S GARDEN TRACTS, VOLUME 4 OF PLATS, PAGE 11, RECORDS OF KITSAP COUNTY, WASHINGTON, LESS THAT PORTION OF SAID LOT 22 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 22; THENCE SOUTH 0° 05'00" EAST ALONG THE EAST LINE OF SAID LOT 22, A DISTANCE OF 14.53 FEET; THENCE NORTH 87°32'34" WEST, 115.21 FEET; THENCE NORTH 10 FEET TO THE NORTH LINE OF SAID LOT 22; THENCE EASTERLY 115.08 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING STORM SEWER EASEMENT:

A 15 FOOT WIDE STRIP OF LAND, THE CENTERLINE OF WHICH IS PARALLEL TO AND 4.5 FEET SOUTHERLY OF AN EXISTING 8-INCH SANITARY SEWER AND EASEMENT. SAID EXISTING SEWER EASEMENT IS DESCRIBED AS FOLLOWS AND AS RECORDED IN AUDITOR FILE NUMBER 831010093 AND 8311010094, RECORDS OF KITSAP COUNTY:

A 10 FOOT WIDE EASEMENT, BEING 5 FEET ON EITHER SIDE OF THE FOLLOWING CENTERLINE: BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY MARGIN OF THOMPSON DRIVE, WITH THE EASTERLY EXTENSION OF THE CENTERLINE OF MARGAURITE AVE; THENCE CONTINUING EASTERLY ALONG THE EASTERLY EXTENSION OF MARGAURITE AVE. TO THE WEST RIGHT OF WAY MARGIN OF PENNSYLVANIA AVE.

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